ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice.)

Form Approved OMB No. 0704-0187 Expires Jun 30, 1997 PAGE 1 OF

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES. SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6. 3. DATE OF ORDER 1. CONTRACT/PURCH ORDER NO. 2. DELIVERY ORDER NO. 4. REQUISITION/PURCH REQUEST NO. 5. PRIORITY (YYMMMDD) 0010535592 SPM407-04-M-0376 2004 SEP 03 DOA4 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than 6) CODE SP0400 SP0400 8. DELIVERY FOB Defense Supply Center Richmond ATTN: DSCR Procurement DEFENSE SUPPLY CENTER RICHMOND BUSINESS SUPPLIER OPERATIONS DEST 8000 Jefferson Davis Highway 8000 JEFFERSON DAVIS HWY Richmond, Virginia 23297-RICHMOND VA 23297-5770 OTHER Local Administrator: PAROFI5 (804)279-2627 / FAX: (804)279-4639 E-mail: beverley.crosby@dla.mil (See Schedule if other) CRITICALITY: C 1. MARK IF BUSINESS 9. CONTRACTOR CODE FACILITY CODE 51705 10. DELIVER TO FOB POINT BY(Date) (YYMMMDD) 2004 NOV 02 SMALL 12. DISCOUNT TERMS INSULATION SOURCES INC SMALL DISAD-VANTAGED NAME AND ADDRESS 2575 EAST BAYSHORE ROAD NET 30 days WOMEN-OWNED 13. MAIL INVOICES TO PALO ALTO CA 94303-3210 See Block 15 14. SHIP TO 15. PAYMENT WILL BE MADE BY CODE **SL4701** MARK ALL DFAS BVDP (SL4701) See Schedule - Do Not Ship to Address in Block 6 PACKAGES AND P.O. BOX 369031 PAPERS WITH COLUMBUS OH 43236-9031 CONTRACT OR ORDER NUMBER DELIVERY 16. This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract TYPE and furnish the following on terms specified herein. OF PURCHASE X ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW ORDEF MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME TYPED NAME AND TITLE NAME OF CONTRACTOR SIGNATURE DATE SIGNED (YYMMMDD) If this box is marked, supplier must sign Acceptance and return the following number of copies: 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE Other: 97X 4930 5CBX 001 2630 S33189 QUANTITY ORDERED/ 18. ITEM NO. 19. 21. UNIT UNIT PRICE SCHEDULE OF SUPPLIES/SERVICE AMOUNT ACCEPTED* TOTAL: 100 24. UNITED STATES OF AMERICA Patricia McMahon PAROFC2 238.00 If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and entirely. 25. TOTAL 29. tion LIN Makon FRACTING/ORDERING DIFFERENCE OFFICER 26. QUANTITY IN COLUMN 20 HAS BEEN CHER NO. 30. ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED INSPECTED RECEIVED INITIALS 33. AMOUNT VERIFIED CORRECT FOR 32. PAID BY PARTIAL FINAL 34. CHECK NUMBER SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE DATE 31. PAYMENT 36. I certify this account is correct and proper for payment COMPLETE 35. BILL OF LADING NO. PARTIAL SIGNATURE AND TITLE OF CERTIFYING OFFICER DATE FINAL 37.RECEIVED AT | 38. RECEIVED BY (Print) 40.TOTAL CONTAINERS 41. S/R ACCOUNT NUMBER 42. S/R VOUCHER NO 39. DATE RECEIVED

(YYMMMDD)

CONTINUATION SHEET

Order Number:

SPM407-04-M-0376

PAGE OF PAGES
2 8

PLANT LOCATION SAME AS BLOCK 9, PAGE 1.

INSPECTION OFFICE SAME AS BLOCK 7, PAGE 1.

POC AT DSCR - BEVERLEY CROSBY PH: 804-279-2627 FAX: 1679

SECTION B

PR 0010535592 NSN 5970-01-319-4531

ITEM DESCRIPTION:

INSULATION SLEEVING, ELECTRICAL MIL-STD-129P FOR S/L MARKING TYPE II, 12 MONTHS SHELF LIFE ITEM SUPPLIED ON SPOOLS: 150 FT PER SPOOL TECH DATA PKG. AVAILABILITY:

THIS NSN IS PROCURED AS FULLY COMPETITIVE IN ACCORDANCE WITH A MILITARY/FEDERAL SPECIFICATIONS/STANDARDS AND/OR VOLUNTARY INDUSTRY) STANDARDS. REFER TO SECTION L, CLAUSE 52.211-9G13 FOR OBTAINING SUCH DATA.

CRITICAL APPLICATION ITEM

I/A/W STD NR MIL-STD-129 REFNO

AMEND NR P DTD 02 DEC 15

TYPE NUMBER: TYPE II SHELF LIFE, 12 MONTHS

I/A/W QAP QAP-002

REFNO

AMEND NR 00 DTD 95 NOV 01

TYPE NUMBER:

I/A/W SAE AMS-DTL-23053

BASIC

AMEND NR 00 DTD 99 JUL 01

TYPE NUMBER:

I/A/W SAE AMS-DTL-23053/1

BASIC

AMEND NR 00 DTD 99 JUL 01

TYPE NUMBER: P/N: M23053/1-101-0

SECTION B

ITEM PR PRLI QUANTITY UNIT UNIT PRICE AMOUNT

0001 0010535592 0003 50 LG <u>\$2.38000</u> <u>\$119.00</u>

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DEST ACCEPTANCE POINT: DEST

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999

QUP = 001: PRES MTHD = 10: CLNG/DRY = 1: PRESV MAT = XX:

WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNESS = X:

UNIT CONT = A1: OPI = O:

INTRMDTE CONT = XX: INTRMDTE CONT QTY = AAA:

PACK CODE = U:

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

SPECIAL MARKING CODE: 33 - Type II, shelf life

PALLETIZATION SHALL BE IN ACCORDANCE WITH MD00100452 REV A

DATED 4090

SUPPLEMENTAL INSTRUCTIONS

MATERIAL SHALL BE SUPPLIED ON A REEL OR

SPOOL. EACH REEL OR SPOOL SH

ALL BE MARK

IAW MIL-STD-129.

For all shipments of packaged materiel to the government, which includes either depot (DLAdirect) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

DELIVER FOB: DESTINATION BY: 2004 NOV 02

Order Number:

SPM407-04-M-0376

PAGE OF PAGES

| 8

5

SECTION B

PARCEL POST ADDRESS:

W62N2A
XU DEF DIST DEPOT SAN JOAQUIN
TRANSPORTATION OFFICER
PO BOX 960001
STOCKTON CA 95296-0130
US

FREIGHT SHIPPING ADDRESS:

W62N2A XU DEF DIST DEPOT SAN JOAQUIN CCP WHSE 30 25600 SOUTH CHRISMAN RD TRACY CA 95304-5000 US

MARK-FOR ADDRESS:

MARK FOR = SW3144 DOC = SC0 SW3144 DEFENSE DISTRIBUTION DEPOT RECEIVING OFFICER 840 VINCENNES AVE BLDG 1900 PEARL HARBOR HI 96860-4544 US

NON-MILSTRIP PROJ

ITEM PR PRLI QUANTITY UNIT UNIT PRICE AMOUNT

0002 0010535592 0005 50 LG <u>\$2.38000</u> <u>\$119.00</u>

OTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DEST ACCEPTANCE POINT: DEST

	Order Number:		PAGE OF PA		
CONTINUATION SHEET	SPM407-04-M-0376		6	8	
	SECTION B				
PREP FOR DELIVERY					
PKGING DATA - M MIL-STD-2073 PACKAGING DA	IL-STD-2073-1D, 15 DEC 1999 FA SAME AS PRIOR LINE				
DELIVER FOB: DESTINATION	BY: 2004 NOV 02				
PARCEL POST/FREIGHT ADDRESS:					
W25G1U XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACIL BUILDING MISSION DOOR 113 NEW CUMBERLAND PA 17070-5 US	134				
NON-MILSTRIP PROJ					
* * * * * * * * * * * * * * *	* * * * * * * * * * * * *	* * * * * :	* * * * *	*	
REMIT PAYMENT TO:					

8

7

CONTINUATION SHEET

SECTION B

B13F01 13-1A-9G NOTIFICATION OF REJECTION OF UNILATERAL AWARD (MAR 2001) DSCR

Unless this is a bilateral award, notice of rejection as described herein is required. The Government's offer to purchase, as evidenced by this order, is made on the basis of your quotation. Although you are not legally obligated to perform on a unilateral purchase order, you should promptly notify the DSCR contract administrator in writing if you do not intend to perform this order by the specified delivery date. Prompt notification means as soon after receiving notice of award as practicable given the circumstances.
FAILURE TO PROVIDE PROMPT NOTICE WILL ADVERSELY AFFECT YOUR PAST PERFORMANCE AUTOMATED BEST VALUE SYSTEM SCORE IF THIS ORDER IS LATER CANCELLED AT OTHER THAN THE GOVERNMENT'S REQUEST.

B47F01 0-47A-9G DSCR TRANSPORTATION NOTICE (JAN 2003)

If this is a DSCR administered award (see Block 7 of the DD Form 1155), you should contact the DSCR Transportation Office via FAX 804-279-5157 for shipping instructions, clearances, and freight addresses. For urgent requirements, you may call 804-279-4589. You must provide the weight, cube, number of pieces, and shipping location when you call or FAX.

47-3A-9G DSCR FORM P-41 FREIGHT SHIPPING INFORMATION (OCT 1999)

Freight shipping addresses and scheduling instructions, if applicable, are available in the DSCR Master Solicitation, Section 3. http://www.dscr.dla.mil/procurement/mastersol.htm.

D11C03 52.211-9010 MILITARY SHIPPING LABEL (MSL) REQUIREMENTS - MIL-STD-129P (MAR 2004) DLAD

52.211-9G73 PACKAGING AND MARKING REQUIREMENTS (JUL 2002) DSCR

- (a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military Air.
- (b) Higher level packaging in accordance with ${\tt MIL-STD-2073}$ is mandatory for all shipments that meet the

Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.

OCONUS shipments

FMS shipments

Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

- (c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLAI 4145.3 is available on the internet at: www.dscc.dla.mil/downloads/packaging/dlai4145_3.pdf.
- (d) All items shall be marked in accordance with MIL-STD-129. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129 and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.

(e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.

NOTE: Applicable to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

SECTION E

SPM407-04-M-0376

E46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003) DFARS

E46F33 52.246-9G16 INSPECTION AND ACCEPTANCE POINT (FEB 1996) DSCR

Inspection point: [x] Destination [] Origin Acceptance point: [x] Destination [] Origin [] Inspection and Acceptance will take place at: Origin - First Shipment Only Destination - Subsequent Shipments

SECTION F

F11A06 52.211-16 VARIATION IN QUANTITY (APR 1984)

- (b) The permissible variation shall be limited to:
- 0 % (Percent) Increase 0 % (Percent) Decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e. 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.

11-19-9G DSCR NOTE TO CLAUSE 52.211-16 F11F06 VARIATION IN QUANTITY (APR 1984)

DSCR NOTE: Any quantity shipped against the line/sub-clin that exceeds the stated line item/sub-clin quantity plus variation (if any) will be returned and the contractor will be responsible for return shipment costs.

F11F30 52.211-9G01 SHELF-LIFE ITEMS MANUFACTURING RESTRICTIONS (MAY 2002) DSCR

- (a) This clause applies when shelf-life restrictions are cited in the Procurement Item Description.
- (b) Products delivered under this contract shall be manufactured/cured/assembled to ensure a minimum of 85% (allowing for rounding to whole months) shelf-life is remaining at time of receipt by the Government.
 - (c) Marking or labeling shall reflect these data.
- (d) Supplies received by the Government with less than 85% shelf-life remaining will be considered to be nonconforming within the meaning of the Inspection Clause.

F11F42 52.211-9G52 TIME OF DELIVERY ALT I (APR 2004) DSCR

46-6A-9G PAYMENT OFFICE DD FORM 250 F46F01 DISTRIBUTION (AUG 1997)

F47A03 52.247-34 F.O.B. DESTINATION (NOV 1991) FAR F47A06 52.247-48 F.O.B DESTINATION -- EVIDENCE OF SHIPMENT (FEB 1999) FAR

8

8

CONTINUATION SHEET

F47F36 52.247-9G09 F.O.B. DESTINATION - CONTRACTOR TRANSSHIPMENT (MAR 1998) DSCR

SECTION I

104B03 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

I08F30 52.208-9G01 NOTIFICATION TO GOVERNMENT OF CONTEMPLATED PRODUCTION PHASEOUT (DEC 1997) DSCR

I11A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

I11A02 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (SEP 1990) FAR

I15A05 52.215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT (OCT 1997) FAR

123A04 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR

I23B03 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
DFARS

I32A01 52.232-1 PAYMENTS (APR 1984) FAR

I32A06 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

T32A22 52.232-25 PROMPT PAYMENT (OCT 2003) FAR

I32A28 52.232-33 PAYMENT BY ELECTRONIC FUNDS
TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003) FAR

I32B02 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004) DFARS

I32F28 32-6A-9G DSCR NOTE TO CLAUSE 52.232-33
PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL
CONTRACTOR REGISTRATION (MAY 1999)

DSCR NOTE: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be contained in the Remittance Address field of this contract/order.

DSCR (MAR 2000)

I33A01 52.233-1 DISPUTES (JUL 2002) FAR

I33A03 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

I33F01 33-1A-9G DSCR NOTE TO 52.233-1 DISPUTES (JUL 2002) DSCR

DSCR NOTE:

DSCR has in place a process to mediate two types of contract disputes: (1) contract claims filed pursuant to the Contract Disputes Act of 1978, as amended, 41 U.S.C. 601-613, (CDA), prior to issuance of a final decision by the contracting officer, that arise as a result of either a contractor or government claim, except for proposed Terminations for Default, and (2) other contract disputes, resulting from an issue in controversy, that the contracting officer determines suitable for mediation. Mediation involves a neutral, called a mediator, who assists both parties as they try to resolve their dispute voluntarily and produce a solution that is acceptable and beneficial to both. After unassisted negotiations over an issue in controversy have proven ineffective in either situation, the contracting officer will contact the contractor seeking to resolve the dispute through mediation. In either situation, a contractor's decision not to engage in mediation shall be conveyed in writing to the contracting officer.

Mediation undertaken pursuant to this process does not waive the statutory time limitations of the CDA, within which a contracting officer must issue a final decision on a claim filed pursuant to the CDA, as expressed in FAR Clause 52.233-1, Disputes, paragraph (e). If mediation is unsuccessful, the parties retain their existing rights under the CDA. (99140)

I44A05 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS

I44B01 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)

146F30 52.246-9G01 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (MAY 2001) DSCR

I46F32 52.246-9G05 WARRANTY PPP&M (APR 2000) DSCR

146F36 52.246-9G33 MISDIRECTED SHIPMENTS (JAN 1996) DSCR

I47B02 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) DFARS

I47B05 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) ALT III (MAR 2000) DFARS

I52A01 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.dla.mil/j-3/j-336/icps.htm

I52A02 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter1) clause with an authorize deviation is indicated by the addition of '(DEVIAITON)' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

I53A01 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR